

Used car sales conditions
(Motor vehicles and trailers)
Non-binding recommendation from the central
association
German motor vehicle trade e. V.
(ZDK)
Status: 12/2016

I. Conclusion of a contract / transfer of rights and obligations of the buyer

1. The buyer is at most up to the order
10 days, for commercial vehicles up to 2 weeks
bound. The purchase contract is concluded,
when the seller is accepting the order
of the specified object of purchase
in writing within the specified deadlines
confirms or carries out the delivery. The
However, the seller is obliged to inform the
purchaser
to inform immediately when he has the order
does not accept.
2. Transfer of rights and obligations of
Buyer from the sales contract require the
written consent of the seller.

II. Payment

1. The purchase price and prices for ancillary
services
are upon delivery of the object of purchase and
Handing over or sending the invoice
due for payment.
2. Against claims of the seller can
Buyer only offset if the counterclaim
of the buyer is undisputed or a
legal title is available. Of this
excepted are counterclaims of
Buyer from the same sales contract. A
He can only exercise the right of retention
make as far as it depends on claims
is based on the same contractual relationship.

III. Delivery and delay in delivery

1. Delivery dates and deadlines that are binding
or can be agreed without obligation,
must be stated in writing. Delivery times begin
with the conclusion of a contract.
2. The buyer can take ten days for commercial
vehicles
two weeks after exceeding one
non-binding delivery date or a non-binding
Delivery time prompt the seller to
deliver. With the receipt of the request comes
the seller is in default. Is the buyer entitled
to compensation for damage caused by delay,
limited
in the event of slight negligence of the
Seller to a maximum of 5% of the agreed
Purchase price.

3. If the buyer also wants to withdraw from the
contract
withdraw and / or compensation instead of
Demand performance, he must after the seller
Expiry of the relevant period in accordance with
section 2, sentence

1 of this section a reasonable period to

Set delivery.

If the buyer is entitled to damages instead
the performance, the entitlement is limited
slight negligence to a maximum of 10% of the
agreed purchase price. Is the buyer one
legal person under public law
public law special assets or a
Entrepreneur who, upon conclusion of the
contract, in

Exercise of its commercial or

self-employed professional activity

Claims for damages in the event of slight
negligence

locked out.

Will the seller while he is in default that

Delivery impossible by chance, so he is also liable
the limitations of liability agreed above.

The seller is not liable if

the damage even with timely delivery
would have occurred.

4. If a binding delivery date or a

binding delivery deadline exceeded, the

Seller already with exceeding the

Delivery date or the delivery period in arrears. The

The buyer's rights are then determined afterwards

Item 2, Clause 3 and Item 3 of this section.

5. The limitations of liability and

Disclaimers in this section apply

not for damages who are on a grossly negligent
or willful breach of duties of

Seller, his legal representative or

of his vicarious agent as well as

Injury to life, limb or health.

6. Force majeure or at the seller or

its suppliers entering

Operational disruptions affecting the seller without
own fault temporarily in it

prevent the purchase item to the agreed upon

Deadline or within the agreed period

deliver, change the numbers 1 to 4 of this

The dates and deadlines mentioned in section

Duration of the due to these circumstances

Performance disruptions. Perform appropriate

Disturbances lead to a delay in performance of
more

than four months, the buyer can cancel the

contract

step back. Other rights of withdrawal remain

unaffected by it.

2

IV. Acceptance

1. The buyer is obliged to purchase the item within eight days of receipt of the Take away notification of readiness. In case of The seller can not accept his make use of legal rights.
2. If the seller demands compensation, so this amounts to 10% of the purchase price. The Compensation is to be set higher or lower, if the seller has a higher damage proves or the buyer proves that a less or no damage at all originated.

V. Retention of title

1. The object of purchase remains until compensation the seller based on the sales contract owed claims property of Seller.
If the buyer is a legal entity of the public Right, a special fund under public law or an entrepreneur who upon completion of the contract in the exercise of his commercial or independent professional Activity, the retention of title remains also exist for claims of the seller against the buyer from the current Business relationship until im In connection with the purchase Requirements.
At the request of the buyer, the seller is Obligation to waive the retention of title, if the buyer agrees with the object of purchase related claims has fulfilled incontestably and for the other claims from ongoing business relationships there is adequate security.
During the period of retention of title stands the right to possess the Registration certificate part II (vehicle registration document) to the seller.
2. The buyer pays the due purchase price and Prices for ancillary services not or not in accordance with the contract, the seller can withdraw from the contract withdraw and / or if culpable Breach of duty by the buyer instead of the performance, if he is the buyer unsuccessfully a reasonable deadline for performance has determined, unless the deadline is set according to the legal regulations dispensable.
3. As long as the retention of title exists, may the buyer neither dispose of the object of purchase

allow third parties to use it by contract.

VI. Liability for material defects

1. Claims of the buyer due to material defects expire one year after delivery of the object of purchase to the customer.
Is the buyer a legal entity of the public law, a public law Special assets or an entrepreneur who is involved in Conclusion of the contract in the exercise of his commercial or independent professional Activity, the sale takes place below Exclusion of any claims for material defects.
2. The shortening of the limitation period in section 1 sentence 1 as well as the exclusion of liability for material defects in Section 1 sentence 2 do not apply to damage caused by grossly negligent or willful Violation of duties by the seller, his legal representative or his Vicarious agents are based as well as in case of violation of life, body or health.
3. Has the seller due to the statutory Provisions to pay for damage, caused by slight negligence, is liable the seller restricts:
Liability only exists in the event of a breach of material contractual obligations Duties, such as those of the Purchase contract to the seller according to its content and purpose just wants to impose or theirs Fulfill the proper implementation of the Purchase contract is only made possible and on compliance with which the buyer regularly trusts and can trust. This liability is due to the Conclusion of contract foreseeable typical Damage limited.
The personal liability of the legal representatives, vicarious agents and Employees of the seller for of them Damage caused by slight negligence.
For the aforementioned limitation of liability and the aforementioned exclusion of liability applies to section 2 this section accordingly.
4. Regardless of whether the Any liability of the seller remains Seller in the event of fraudulent concealment of a Lack, from the assumption of a guarantee or a procurement risk and after Product liability law unaffected.
5. Should a defect be carried out

the following applies:

a) The buyer has claims due to material defects to assert with the seller. At

verbal notification of claims is dem

Buyer a written confirmation of the

Hand over receipt of notification.

b) If the object of purchase is due to a

Inoperable due to a material defect, the

Buyer with the prior consent of the seller

contact another master car dealer.

c) For remedying defects

The buyer can use built-in parts until the expiry

the limitation period for the object of purchase

Defect claims based on the

Assert the purchase contract.

Replaced parts become the property of the seller.

VII. Liability for other damages

1. Other claims by the customer that are not included in

Section VI. "Liability for material defects" regulated are usually statute-barred

Limitation period.

2. Liability for delay in delivery is in section

III "Delivery and delay in delivery"

finally settled. For others

Claims for damages against the seller

the regulations in Section VI apply. "Liability

for material defects", clauses 3 and 4 accordingly.

VIII. Place of jurisdiction

1. For all present and future

Claims arising from the business relationship with Merchants including bills of exchange and check receivables

the exclusive place of jurisdiction is

Registered office of the seller.

2. The same place of jurisdiction applies if the buyer

has no general place of jurisdiction in Germany,

his place of residence after conclusion of the

contract or

usual place of residence relocated from the

country

or his place of residence or more usual

Whereabouts at the time of filing the action

is not known. Otherwise applies to claims

of the seller to the buyer of the

Place of residence as the place of jurisdiction.

IX. Out of court dispute resolution

1. Motor vehicle arbitration boards

a) Does the motor vehicle company carry the master shield

"Master company of the motor vehicle guild" or that

Basic sign "Member of the vehicle guild" or

"Auto trade with quality and safety"

the parties in disputes arising from the sales contract

about used vehicles with a

permissible total weight of not more than 3.5

t - with the exception of the purchase price - for

the

Headquarters of the responsible motor vehicle

arbitration board

call. The invocation must follow immediately

Knowledge of the point of contention, at the latest

before it expires 13 months since delivery of the

Object of purchase, by submitting a

Written pleading (invocation) to the motor vehicle

Arbitration board.

b) By the decision of the motor vehicle arbitration

board

the judges' decision is not excluded.

c) By invoking the motor vehicle arbitration board, the

Statute of limitations suspended for the duration of the proceedings.

d) The procedure before the motor vehicle

arbitration board is directed

according to their business and

Rules of Procedure issued to the parties

Request from the motor vehicle arbitration board

is handed out.

e) The recourse to the motor vehicle arbitration board is excluded,

if the legal process has already been taken

is. Will legal recourse during a

Entered arbitration proceedings, the

Motor vehicle arbitration board commences its

activities.

f) For recourse to the motor vehicle arbitration board

costs are not charged.

2. Note according to 36

Consumer Dispute Settlement Act (VSBG)

The seller is not going to one

Dispute settlement procedure before a

Consumer arbitration board within the meaning of

VSBG participate and is not involved in this either

Committed.
